particular act was done. *People* v. *Seaman,* 107 Mich. 348, 65 N. W. 203, 61 Am. St. Rep. 326; *People* v. *Hodge,* 141 Mich. 312, 104 N. W. 599, 113 Am. St. Rep. 525. But it would be a travesty upon our jurisprudence to hold in cases where the intent to commit a crime was obvious that it could ever be deemed necessary or proper to resort to proof of extraneous crimes to show guilty knowledge or intent. *People* v. *Lonsdale,* 122 Mich. 388, 81 N. W. 277. See *People* v. *Molineux, supra.*

And it must also be noted that evidence of separate crimes has not been admitted to show intent, unless it was established that they were so connected in time, place and circumstances as to make them part of one common plan. Also, where the motives of the crime have no relation to each other, evidence of them is not admissible. To hold otherwise would be to sanction violations of the general rule under the guise of an exception to it. *People* v. *Molineux, supra.* The naked fact that the same means, as by cyanide poisoning, were used in the different instances of crime, is not sufficient to connect them. *People* v. *Molineux, supra.* Therefore, evidence of other abortions has not been admitted without other evidence first being introduced showing the defendant's guilty connection with other offenses. *State* v. *Crofford,* 121 Iowa 395, 96 N. W. 889. Therefore, the decision in the principal case seems correct.

FRAUD—FALSE REPRESENTATIONS—WHAT CONSTITUTES.—The plaintiff's agent falsely represented to the defendant, a druggist not engaged in the regular business of selling silverware, that the price at which he offered to sell certain silverware was the regular wholesale price, when the price was really in excess of the regular wholesale price. The defendant, believing these statements, purchased the goods; but, upon discovering that he had been deceived, refused to pay the purchase price, and rescinded the contract. The plaintiff sued to recover the purchase money. *Held,* the defendant is not liable. *Elliott* v. *Green* (N. D.), 160 N. W. 1002.

In order to entitle a person to rescind a contract on account of false representations, the representations must have been of a material fact. *Palmer* v. *Bell,* 85 Me. 352, 27 Atl. 250. It may be said that a fact is material if the defrauded party would not have entered into the contract had he known the facts to be false. See *Smith* v. *Countryman,* 30 N. Y. 655; *White Sewing Machine Co.* v. *Bullock,* 161 N. C. 1, 76 S. E. 634. As a general rule, however, it may be said that the question of the materiality of the representation is for the jury to determine. *Stuart* v. *Lester,* 49 Hun. 58, 1 N. Y. Supp. 699.

As to what constitutes a representation of fact, the courts are much divided. Of course, expressions of opinion are not such representations of fact as will entitle the injured party to rescind the contract. *Patten* v. *Glatz,* 87 Fed. 283. See *White* v. *Stelloh,* 74 Wis. 435, 43 N. W. 99. And some courts hold that where the parties are dealing at arm's length, false representations as to the cost price made by one to induce the other to purchase are mere commendary expressions. *Beare* v. *Wright,* 14 N. D. 26, 103 N. W. 632, 69 L. R. A. 409, 8 Ann. Cas. 1057; *Holbrook* v. *Connor,* 60 Me. 578, 11 Am. Rep. 212. Where, however, the

cost price is taken as a criterion by which to determine the purchase price, it is generally agreed that a false statement concerning it is a false statement of fact. *Pendergast* v. *Reed,* 29 Md. 398, 96 Am. Dec. 539. See *Strickland* v. *Graybill,* 97 Va. 602, 34 S. E. 475; *Ettar Realty Co.* v. *Cohen,* 163 App. Div. 409, 148 N. Y. Supp. 625. And the better opinion is that false representations as to the cost price are also false statements of fact entitling the party deceived to rescind the contract. *Kemp* v. *Ranger* (Minn.), 155 N. W. 1059. See *Fairchild* v. *McMahon,* 139 N. Y. 290, 34 N. E. 779, 36 Am. St. Rep. 701. It seems that misstatements as to the market price of articles should be considered statements of fact as well as statements of the original cost of an article. *Stoll* v. *Wellborn* (N. J. Eq.), 56 Atl. 894. Thus, it has been held that one defrauded by false statements as to the condition of a stock of goods and their wholesale price could rescind the contract. *Strand* v. *Griffith,* 38 C. C. A. 444, 97 Fed. 854.

Some courts hold that if the means of ascertaining the falsity of the statements are at hand the party to whom they are made will not be heard to say that he was deceived by them. *Anderson, etc., Works* v. *Myers,* 15 Ind. App. 385, 44 N. E. 193. But this view would seem to put a premium on fraud and to be based on the presumption that statements are usually fraudulent. *Martin* v. *Hutton,* 90 Neb. 34, 132 N. W. 727, 36 L. R. A. (N. S.) 602; *Westerman* v. *Corder,* 86 Kan. 239, 119 Pac. 868, 39 L. R. A. (N. S.) 500. One cannot take advantage of the fact that another has relied too confidently on the truth of his statements. *Stevens* v. *Reilly* (Okl.), 156 Pac. 157. And this is true, even though the defrauded party was somewhat negligent in not investigating the truth of the statements. *Chisum* v. *Huggins* (Okl.), 154 Pac. 1146. But of course, the false representations must have been relied on by the party claiming to have been deceived and must have induced him to act. *Harvey* v. *Squire,* 217 Mass. 411, 105 N. E. 355.

GARNISHMENT—PROPERTY SUBJECT TO—JUDGMENTS.—Garnishment proceedings were instituted in a state court against the creditor of a judgment debtor who owned a judgment obtained in another court of the same state. *Held,* the judgment may be garnished. *Harwick* v. *Harris* (N. Mex.), 163 Pac. 253.

It is firmly established by the decisions that a debt which has been reduced to judgment in one state is not subject to garnishment in another state; as a court in the state where garnishment is applied for is powerless to protect the judgment debtor against being compelled to pay the judgment a second time in the state wherein it was rendered. *Elson* v. *Chicago, etc., Ry. Co.,* 154 Iowa 96, 134 N. W. 547, Ann. Cas. 1914A, 955; *Shinn* v. *Zimmerman,* 23 N. J. L. 150, 55 Am. Dec. 260. This is also the rule as between federal and state courts. *American Bank* v. *Snow,* 9 R. I. 11, 98 Am. Dec. 364. Other courts reach the same conclusion on the ground that a judgment has no situs outside of the state in which it was rendered. *Boyle* v. *Musser-Sauntry, etc., Co.,* 88 Minn. 456, 93 N. W. 520, 97 Am. St. Rep. 538; *Renier* v. *Hurlbut,* 81 Wis. 24, 50 N. W. 783, 29 Am. St. Rep. 850, 14 L. R. A. 562.

The question squarely presented in the principal case, as to whether